

<b>PATENT ASSIGNMENT COVER SHEET</b>
--------------------------------------

Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT6684190

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST

**CONVEYING PARTY DATA**

Name	Execution Date
KSR IP HOLDINGS LLC	04/29/2021

**RECEIVING PARTY DATA**

<b>Name:</b>	WELLS FARGO CAPITAL FINANCE CORPORATION CANADA
<b>Street Address:</b>	22 ADELAIDE STREET WEST SUITE 2200
<b>City:</b>	TORONTO
<b>State/Country:</b>	CANADA
<b>Postal Code:</b>	M5H 4E3

**PROPERTY NUMBERS Total: 60**

Property Type	Number
Patent Number:	10013016
Patent Number:	10195938
Patent Number:	10247589
Patent Number:	10278288
Patent Number:	10330499
Patent Number:	10408642
Patent Number:	10466090
Patent Number:	10739166
Patent Number:	5771752
Patent Number:	6151986
Patent Number:	6178847
Patent Number:	6389927
Patent Number:	6571900
Patent Number:	6655231
Patent Number:	6862950
Patent Number:	6889575
Patent Number:	6918318
Patent Number:	7114411
Patent Number:	7191759
Patent Number:	7216563

PATENT

<b>Property Type</b>	<b>Number</b>
Patent Number:	7221154
Patent Number:	7276897
Patent Number:	7292026
Patent Number:	7337692
Patent Number:	7345473
Patent Number:	7353729
Patent Number:	7538544
Patent Number:	7821256
Patent Number:	7906960
Patent Number:	7911354
Patent Number:	7963189
Patent Number:	8069750
Patent Number:	8098061
Patent Number:	8474348
Patent Number:	8508242
Patent Number:	8650984
Patent Number:	8746082
Patent Number:	8947077
Patent Number:	8973462
Patent Number:	8988066
Patent Number:	8997605
Patent Number:	9213354
Patent Number:	9616861
Patent Number:	9639112
Patent Number:	9645600
Patent Number:	9671815
Patent Number:	9796363
Patent Number:	9914477
Patent Number:	9958293
Application Number:	15180242
Application Number:	15939781
Application Number:	16670613
Application Number:	15999070
Application Number:	15998441
Application Number:	16420812
Application Number:	16549446
Application Number:	16570216
Application Number:	16661256

Property Type	Number
Application Number:	16855704
Application Number:	17066039

**CORRESPONDENCE DATA**

**Fax Number:** (612)766-1600

*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.*

**Phone:** 6127666911

**Email:** susan.carlson@faegredrinker.com

**Correspondent Name:** SUSAN CARLSON, FAEGRE DRINKER BIDDLE

**Address Line 1:** 90 SOUTH 7TH STREET SUITE 2200

**Address Line 4:** MINNEAPOLIS, MINNESOTA 55402

**NAME OF SUBMITTER:** SUSAN CARLSON

**SIGNATURE:** /e/ Susan Carlson

**DATE SIGNED:** 04/29/2021

**Total Attachments: 7**

source=KSR IP US Patent Security Agreement#page1.tif

source=KSR IP US Patent Security Agreement#page2.tif

source=KSR IP US Patent Security Agreement#page3.tif

source=KSR IP US Patent Security Agreement#page4.tif

source=KSR IP US Patent Security Agreement#page5.tif

source=KSR IP US Patent Security Agreement#page6.tif

source=KSR IP US Patent Security Agreement#page7.tif

PATENT SECURITY AGREEMENT, dated as of April 29, 2021 (this "Agreement"), among KSR IP Holdings LLC (the "Grantor") and Wells Fargo Capital Finance Corporation Canada, secured party (in such capacity, the "Secured Party").

Reference is made to (a) the Credit Agreement dated as of April 29, 2021 (as amended, modified, supplemented, extended, renewed, restated or replaced from time to time, the "Credit Agreement") among the Grantor, KSR INTERNATIONAL INC., a corporation organized under the laws of the Province of Ontario ("KSR International"), DOUGLAS PROPERTY LEASING INC., a corporation organized under the laws of the Province of Ontario ("Douglas Property", and together with KSR International, the "Canadian Borrowers"), KSR INDUSTRIAL CORPORATION., a Michigan corporation ("KSR Industrial" and, together with the Canadian Borrowers and the Grantor, collectively, the "Borrowers" and each, a "Borrower"), KSR UK, LLC, KSR Mexico, LLC and the Secured Party, as lender and (b) the US Guaranty and Security Agreement, dated as of April 29, 2021 (as amended, modified, supplemented, extended, renewed, restated or replaced from time to time, the "Security Agreement"), by and among the "Grantors" (as defined therein) from time to time party thereto and the Secured Party. The Secured Party has agreed to extend credit to the Borrowers subject to the terms and conditions set forth in the Credit Agreement. The Grantor as Borrower under the Credit Agreement is willing to execute and deliver this Agreement in order to induce the Secured Party to make additional Loans and as consideration for Loans previously made. Accordingly, the parties hereto agree as follows:

SECTION 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Security Agreement or the Credit Agreement, as applicable. The rules of construction specified in Section 1.2 of the Security Agreement also apply to this Agreement.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Secured Obligations, the Grantor hereby grants to the Secured Party, a security interest (the "Security Interest") in (i) all of such Grantor's right, title and interest in, to and under the United States issued and applied for Patents listed on Schedule I attached hereto, and the inventions, discoveries, designs and improvements claimed therein, (ii) all provisionals, reissues, extensions, continuations, divisions, continuations-in-part, renewals, substitutions and reexaminations thereof, (iii) all Proceeds of the foregoing and (iv) all claims for, and rights to sue and recover monetary damages for, past, present or future infringements or other violations of any of the foregoing (collectively, the "Patent Collateral"). This Agreement is not to be construed as an assignment of any Patent.

SECTION 3. Security Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Secured Party with respect to the Patent Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 4. Termination. Subject to Section 8.1 and 8.2 of the Security Agreement, upon the occurrence of the Termination Date, the Security Interest granted herein shall terminate and the Secured Party shall promptly execute and deliver to the Grantor any reasonable instrument in writing in recordable form to evidence and release the Security Interest in the Patent Collateral under this Agreement. Any execution and delivery of documents by the Secured Party pursuant to this Section shall be without representation or warranty by the Secured Party.

SECTION 5. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original but all of which when taken together shall constitute a single contract. Delivery of an executed signature page to this

Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually signed counterpart of this Agreement.


SECTION 6. Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the State of New York.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

KSR IP HOLDINGS LLC, as Grantor

By:

  
Name: Dean Varkas  
Title: Manager

WELLS FARGO CAPITAL FINANCE  
CORPORATION CANADA, as Secured Party

By:

\_\_\_\_\_  
Name:  
Title:

*[Signature Page to KSR IP (US) Patent Security Agreement]*

△ 1

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

**KSR IP HOLDINGS LLC, as Grantor**

By:

\_\_\_\_\_  
Name:

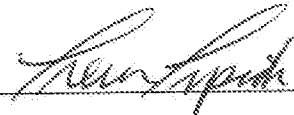
Title:

**WELLS FARGO CAPITAL FINANCE  
COROPRATION CANADA, as Secured Party**

By:

\_\_\_\_\_  
Name:

Title:



**Trevor Tysick  
Vice President  
Wells Fargo Capital Finance  
Corporation Canada**

*[Signature Page to KSR IP (US) Patent Security Agreement]*

Schedule I

Patents:

Registrations:

Country	Patent Number	Filing Date	Owner	Title
USA	10013016	3-Jul-18	KSR IP Holdings LLC	METHOD AND APPARATUS FOR ATTACHMENT OF ETC PEDAL TO BRACKET
USA	10195938	5-Feb-19	KSR IP Holdings LLC	CLUTCH SENSOR WITH WAKE UP SWITCH
USA	10247589	2-Apr-19	KSR IP Holdings LLC	FLUID LEVEL MONITOR
USA	10278288	30-Apr-19	KSR IP Holdings LLC	INDUCTIVE SENSOR FOR SHOCK ABSORBER
USA	10330499	25-Jun-19	KSR IP Holdings LLC	MICRO INDUCTIVE SENSOR
USA	10408642	10-Sep-19	KSR IP Holdings LLC	DUTY CYCLE MODULATION FOR INDUCTIVE POSITION SENSORS
USA	10466090	5-Nov-19	KSR IP Holdings LLC	CAPACITIVE FLUID LEVEL SENSOR FOR RAPID RESPONSE
USA	10739166	11-Aug-20	KSR IP Holdings LLC	SYSTEMS AND METHODS FOR CORRECTING NON-SINUSOIDAL SIGNALS GENERATED FROM HIGH-SPEED INDUCTIVE SENSORS
USA	5771752	15-May-07	KSR IP Holdings LLC	RE-EXAMINATION OF CICOTTE PATENT USPN 5,771,752 (ADJUSTABLE AUTOMOBILE PEDAL SYSTEM)
USA	6151986	28-Nov-00	KSR IP Holdings LLC	ADJUSTABLE VEHICLE CONTROL PEDALS
USA	6178847	30-Jan-01	KSR IP Holdings LLC	ADJUSTABLE VEHICLE CONTROL PEDALS
USA	6389927	21-May-02	KSR IP Holdings LLC	ADJUSTABLE CONTROL VEHICLE PEDAL
USA	6389927	11-May-10	KSR IP Holdings LLC	RE-EXAM OF USPN 6,389,927
USA	6571900	3-Jun-03	KSR IP Holdings LLC	ARRANGEMENT FOR PERMITTING VEHICLE FOOT PEDAL RETRACTION, AND VEHICLE INCORPORATING SAME
USA	6655231	2-Dec-03	KSR IP Holdings LLC	PEDAL ADJUSTER FOR ELECTRONIC THROTTLE CONTROL
USA	6862950	8-Mar-05	KSR IP Holdings LLC	ADJUSTABLE PEDAL ASSEMBLY
USA	6889575	10-May-05	KSR IP Holdings LLC	MOTOR VEHICLE BRAKE OR CLUTCH PEDAL
USA	6918318	19-Jul-05	KSR IP Holdings LLC	BRAKE PEDAL ASSEMBLY WITH VARIABLE RATIO
USA	7114411	3-Oct-06	KSR IP Holdings LLC	PEDAL ADJUSTER
USA	7191759	20-Mar-07	KSR IP Holdings LLC	INDUCTIVE SENSOR FOR VEHICLE ELECTRONIC THROTTLE CONTROL
USA	7216563	15-May-07	KSR IP Holdings LLC	ELECTRONIC THROTTLE CONTROL WITH HYSTERESIS DEVICE
USA	7221154	22-May-07	KSR IP Holdings LLC	INDUCTIVE POSITION SENSOR WITH COMMON MODE CORRECTIVE WINDING AND SIMPLIFIED SIGNAL CONDITIONING
USA	7276897	2-Oct-07	KSR IP Holdings LLC	INDUCTIVE POSITION SENSOR
USA	7292026	6-Nov-07	KSR IP Holdings LLC	SIGNAL CONDITIONING SYSTEM FOR INDUCTIVE POSITION SENSOR
USA	7337692	4-Mar-08	KSR IP Holdings LLC	ELECTRONIC THROTTLE CONTROL WITH HYSTERESIS DEVICE



Country	Patent Number	Filing Date	Owner	Title
USA	7345473	18-Mar-08	KSR IP Holdings LLC	INDUCTIVE POSITION SENSOR WITH COMMON MODE CORRECTIVE WINDING AND SIMPLIFIED SIGNAL CONDITIONING
USA	7353729	8-Apr-08	KSR IP Holdings LLC	ADJUSTABLE CONTROL VEHICLE PEDAL
USA	7538544	26-May-09	KSR IP Holdings LLC	INDUCTIVE POSITION SENSOR
USA	7821256	26-Oct-10	KSR IP Holdings LLC	LINEAR AND ROTATIONAL INDUCTIVE POSITION SENSOR
USA	7906960	15-Mar-11	KSR IP Holdings LLC	INDUCTIVE POSITION SENSOR
USA	7911354	22-Mar-11	KSR IP Holdings LLC	INDUCTIVE POSITION SENSOR
USA	7963189	21-Jun-11	KSR IP Holdings LLC	ADJUSTABLE PEDAL ASSEMBLY
USA	8069750	6-Dec-11	KSR IP Holdings LLC	COMPACT PEDAL ASSEMBLY WITH IMPROVED NOISE CONTROL
USA	8098061	17-Jan-12	KSR IP Holdings LLC	LINEAR INDUCTIVE POSITION SENSOR
USA	8474348	2-Jul-13	KSR IP Holdings LLC	PEDAL ASSEMBLY FOR ELECTRONIC BRAKING SYSTEM
USA	8508242	13-Aug-13	KSR IP Holdings LLC	INDUCTIVE POSITION SENSOR
USA	8650984	18-Feb-14	KSR IP Holdings LLC	ELECTRONIC CLUTCH PEDAL ASSEMBLY HAVING VARYING RESISTANCE
USA	8746082	10-Jun-14	KSR IP Holdings LLC	TORQUE SENSOR
USA	8947077	3-Feb-15	KSR IP Holdings LLC	ROTARY POSITION SENSOR
USA	8973462	10-Mar-15	KSR IP Holdings LLC	PEDAL ASSEMBLY HAVING A PEDAL ARM RELEASE
USA	8988066	24-Mar-15	KSR IP Holdings LLC	STEERING POSITION AND TORQUE SENSOR
USA	8997605	7-Apr-15	KSR IP Holdings LLC	PEDAL ASSEMBLY WITH HEEL/LEG POINT CRASH SHOCK ABSORPTION
USA	9213354	15-Dec-15	KSR IP Holdings LLC	PEDAL WITH ACTIVE RELEASE
USA	9616861	11-Apr-17	KSR IP Holdings LLC	PEDAL ASSEMBLY FOR ELECTRONIC BRAKING SYSTEM
USA	9639112	2-May-17	KSR IP Holdings LLC	MOUNTING ASSEMBLY FOR ELECTRONIC THROTTLE CONTROL ASSEMBLY
USA	9645600	9-May-17	KSR IP Holdings LLC	TWO PIECE PEDAL ARM
USA	9671815	6-Jun-17	KSR IP Holdings LLC	ETC PEDAL
USA	9796363	24-Oct-17	KSR IP Holdings LLC	BRAKE PEDAL ASSEMBLY
USA	9914477	13-Mar-18	KSR IP Holdings LLC	INDUCTIVE STEERING TORQUE AND ANGLE SENSOR
USA	9958293	1-May-18	KSR IP Holdings LLC	SENSOR WITH SHIELDING ELEMENT
USA	15180242	15-Dec-16	KSR IP HOLDINGS LLC	MODULATION SCHEME FOR MULTIPHASE MACHINES

Applications:

Country	Application Number	Filing Date	Owner	Title
USA	15/939781	29-Mar-2018	KSR IP HOLDINGS LLC	DUTY CYCLE FOR INDUCTIVE POSITION SENSORS

Country	Application Number	Filing Date	Owner	Title
USA	16/670613	31-Oct-2019	KSR IP HOLDINGS LLC	SENSING SYSTEMS USING CURRENT STEERING BRIDGES
USA	15/999070	17-Aug-2018	KSR IP HOLDINGS LLC	INDUCTIVE SENSOR MODULE ASSEMBLY WITH A CENTER SIGNAL PROCESSOR
USA	15/998441	15-Aug-2018	KSR IP HOLDINGS LLC	SYSTEMS AND METHODS FOR CORRECTING NON-SINUSOIDAL SIGNALS GENERATED FROM NON-CIRCULAR COUPLERS
USA	16/420812		KSR IP HOLDINGS LLC	INDUCTIVE POSITION SENSOR ASSEMBLY
USA	16/549446	23-Aug-2019	KSR IP HOLDINGS LLC	END OF SHAFT INDUCTIVE ANGULAR POSITION SENSOR WITH A METAL-FERRITE COMPLEMENTARY COUPLER
USA	16/570216	13-Sep-2019	KSR IP HOLDINGS LLC	COUPLER ELEMENT SHAPES FOR INDUCTIVE POSITION SENSORS
USA	16/661256	25-Oct-2019	KSR IP HOLDINGS LLC	TWO MAGNET SENSOR SYSTEMS
USA	16/855704	22-Apr-20	KSR IP HOLDINGS LLC	PEDAL ASSEMBLY WITH A RELEASE MECHANISM
USA	17/066039	10-Oct-19	KSR IP HOLDINGS LLC	COMBINATION PEDAL ASSEMBLY FOR AUTONOMOUS VEHICLES
USA	TBD	TBD	KSR IP HOLDINGS LLC	DUTY CYCLE FOR INDUCTIVE POSITION SENSORS
USA	TBD	TBD	KSR IP HOLDINGS LLC	SYSTEMS AND METHODS FOR CORRECTING NON-SINUSOIDAL SIGNALS GENERATED FROM NON-CIRCULAR COUPLERS